

REYNOLD'S ADDITION AMENDED

TOWN OF COWETA
 REPLATING OF BLOCKS 1, 2 & 3 OF REYNOLDS ADDITION
 WAGONER, COUNTY

CERTIFICATE OF DEDICATION
 FOR
 "REYNOLDS ADDITION AMENDED"

KNOW ALL MEN BY THESE PRESENTS: WHEREAS LATIMER DEVELOPMENT CORP., INC., being the sole owner of the following described land in the Town of Coweta, Wagoner County, State of Oklahoma, to-wit:

lots 3, 5 through 9, 11, 12, 13 and 15 of Block 1; lots 2, 4, 6, 8 and 9 through 22 of Block 2; lots 9, 10 and 11 of Block 3 of Reynolds Addition to the City of Coweta, Wagoner County, Oklahoma according to the recorded plat thereof and consisting of 13.15 acres, more or less.

and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks and streets, and has designated the same as REYNOLDS ADDITION AMENDED, an addition in the Town of Coweta, Wagoner County, Oklahoma.

NOW THEREFORE, the undersigned hereby dedicates for public use all the streets as shown on said plat and does hereby guarantee the title to all of the land covered by said streets, and for the purpose of providing an orderly development of the above described real estate and in order to provide adequate restrictive covenants for the mutual benefit of themselves and their successors in title to subdivisions of said land (hereinafter referred to as lots) the undersigned does hereby impose the following restrictions and reservations and does create the following easements which shall be binding upon it, its successors and assigns.

These covenants are to run with the land and shall be binding on all parties, and all parties and all persons claiming under them, until January 1, 1997, at which time said covenants shall be extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. If the parties hereto, or their successors in title to subdivisions of said land shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the parties or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing to recover damages or other dues for such violations. Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

- A. All lots in the addition shall be known and described as detached single family residential lots and shall be used for residential purposes only.
- B. No building shall be located nearer to the front lot line, nor nearer to the side street line, than the building lines shown on the attached plat; and in any event, no building shall be located nearer than five (5) feet to any side lot line.
- C. No business, trade or activity shall be carried on upon residential lots. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- D. No dwelling shall be erected or placed on any residential lot which has an area of less than 1000 square feet of living area, excluding open porches and closed garages.
- E. No fences shall be installed on the front portion of any lot in the Addition between the lot line and the building set back line, and no fence on any residential lot shall be more than six (6) feet in height.
- F. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this Addition shall be at any time used as a residence, either temporarily or permanently, or shall any structure of a temporary nature or character be used as a residence.
- G. No vehicle or machinery that is not in an operational condition shall be left on any lot where it may be seen from the street or adjacent lots.
- H. No structure previously used shall be moved onto any lot in this Addition.
- I. No animals, including fowls, shall be raised, bred or kept on any lot at any time, except that not more than two each of any common household pet (which are not used, bred or maintained for any commercial purpose) may be kept. All household pets must be kept fenced or tied up.
- J. Easements for installation and maintenance of utilities and drainage facilities are dedicated as shown on the recorded plat. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority, association of property owners or utility company is responsible.
- K. (a) Overhead pole lines for the supply of electric or communication service may be located as necessary throughout said Addition. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways. (b) Underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric or communication service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house. (c) The supplier of electric or communication service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground electric or communication facilities so installed by it. (d) The owner of each lot shall be responsible for the protection of the underground electric or communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric or communication facilities. The Company will be responsible for ordinary maintenance of underground electric or communication facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors. (e) The foregoing covenants concerning underground electric or communication facilities shall be enforceable by the supplier of electric or communication service, and the owner of each lot agree to be bound hereby.

WITNESS our hands and seal on this 8 day of July, 1977, at Coweta, Wagoner County, Oklahoma.

ATTEST:

Sandra K. Latimer
 SANDRA K. LATIMER, SECRETARY

Ronald J. Latimer
 RONALD J. LATIMER, PRESIDENT

STATE OF OKLAHOMA)
) SS
 COUNTY OF TULSA)

Before me, the undersigned Notary Public, in and for said County and State on this 8 day of July, 1977, personally appeared RONALD J. LATIMER to me known as the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed of such Corporation, for the uses and purposes aforesaid.

Given under my hand and seal the day and year last above written.

My commission expires Aug 3, 1980

Victor J. Ryan
 Notary Public

CERTIFICATE OF SURVEY

The undersigned, Registered Professional Engineer and Surveyor, hereby certify that I have carefully and accurately surveyed, staked and platted into lots, blocks, and streets the above described property to be known as "REYNOLDS ADDITION AMENDED" and have set iron pins at all lot corners and the above plat is a true and correct representation of the survey.

Witness my hand and official seal on this 8 day of July, 1977.

Robert J. Hensley
 Robert J. Hensley, Registered Land Surveyor, LS 156

STATE OF OKLAHOMA)
) SS
 COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this date, July 8, 1977, personally appeared Robert J. Hensley to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

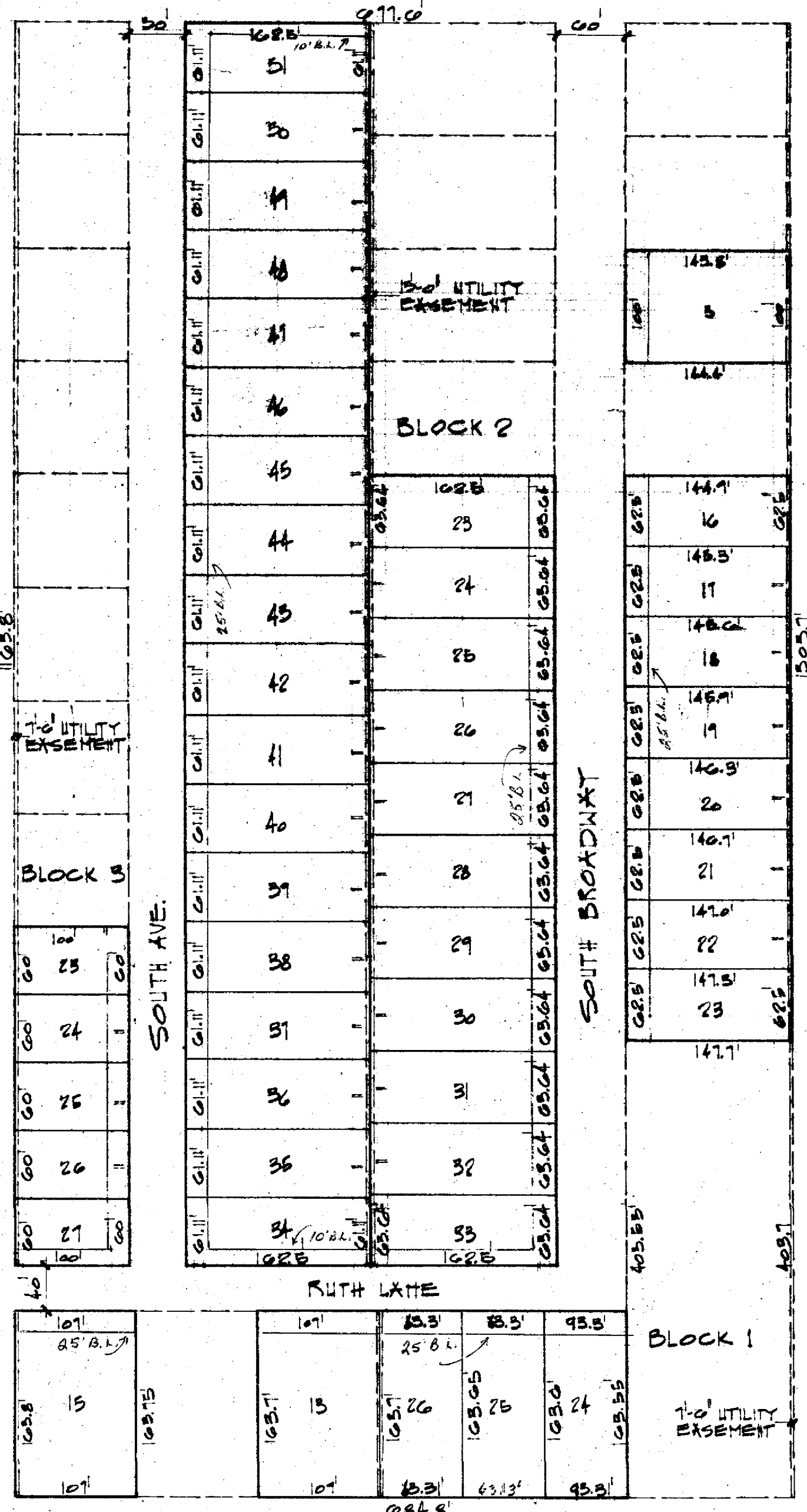
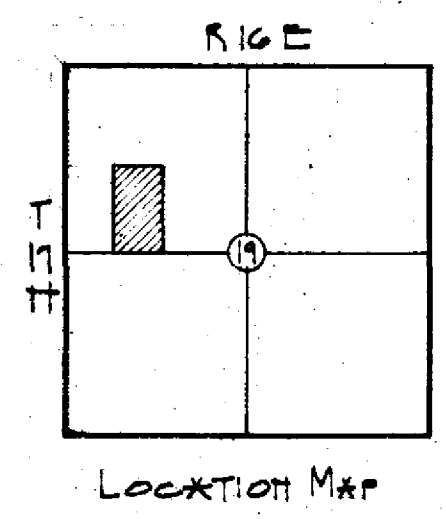
My commission expires My Commission Expires Feb. 4, 1978

Michael W. Sander
 Notary Public

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STATE OF OKLAHOMA)
 COUNTY OF WAGONER)
 Filed for Record in the Office of the)
 COUNTY CLERK AND NOTARIES)

JUL 26 1977
 320
 OKLAHOMA
 BUREAU OF RECORDS, County Clerk
 W. W. Wainwright



CITY OF COWETA, WAGONER COUNTY, OKLAHOMA

I, *Harold Wainwright*, CITY MANAGER OF THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT SAID CITY DULY APPROVED THE PLAT OF "REYNOLDS ADDITION AMENDED", BLOCKS 1 THRU 3 INCLUSIVE, AN ADDITION TO WAGONER COUNTY, OKLAHOMA, ON THIS 8 DAY OF July 1977.

Harold Wainwright
 CITY MANAGER

CERTIFICATE OF COUNTY TREASURER

I, *Robert M. Johnson*, COUNTY TREASURER OF WAGONER COUNTY, OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT DESCRIBED ON THE ATTACHED PLAT & FIND THAT ALL AD VALOREM TAXES HAVE BEEN PAID.

DATED THIS 26th DAY OF July 1977.

Robert M. Johnson
 COUNTY TREASURER

9811 EAST 46th PLACE
 663-9696

ARJAY COMPANY

SCALE 1" = 40'
 13 MAY 1977
 SHEET NO. 1

PLAT